

## IN THE IOWA DISTRICT COURT IN AND FOR BLACK HAWK COUNTY

MARILYN A. FAIRCHILD,

Plaintiff,

vs.

DJBCK, INC. d/b/a  
DALTON PLUMBING, HEATING, AND  
COOLING, INC.,

Defendant.

Case No. LACV137917

**VERDICT FORM**

1. On Plaintiff Marilyn A. Fairchild's claim against DJBCK, Inc., d/b/a Dalton Plumbing, Heating, and Cooling, Inc. for breach of a contract,

We, the Jury, **find** that Plaintiff Marilyn A. Fairchild\*

[\*Please check only one applicable finding for this claim.]

X**is entitled** to damages for breach of a contract and fix the amount of her recovery against Defendant at \$ 22,356.58. \*\*

[\*\*Please fill in amount of damages if this finding is selected.]

      **is not** entitled to damages on her claim against Defendant for breach of a contract.

2. On Plaintiff Marilyn A. Fairchild's claim against DJBCK, Inc., d/b/a Dalton Plumbing, Heating, and Cooling, Inc. for breach of an implied warranty of fitness for a particular purpose,

We, the Jury, **find** that Plaintiff Marilyn A. Fairchild\*

[\*Please check only one applicable finding for this claim.]

X**is entitled** to damages for breach of an implied warranty of fitness for a particular purpose and fix the amount of her recovery against Defendant at \$ 23,750.00. \*\*

[\*\*Please fill in amount of damages if this finding is selected.]

      **is not** entitled to damages on her claim against Defendant for breach of an implied warranty of fitness for a particular purpose.

3. If you find Plaintiff is entitled to damages for **both** the claim of breach of a contract and the claim of breach of an implied warranty of fitness for a particular purpose and have fixed separate amounts for Plaintiff to recover as damages for each of these two claims, **please answer the following Question A “yes” or “no”**:

Question A: Does any portion of the amount of recovery that you fixed for Plaintiff's claim for breach of contract duplicate an amount that you fixed for Plaintiff's claim for breach of implied warranty of fitness for a particular purpose?

Answer: No

[If your answer to Question A above is “No”, do not answer Question B below.]

Question B: If your answer to Question A above is “Yes”, what is the amount of recovery fixed for the claim of breach of contract that duplicates – or is included in – the amount of recovery for the claim of breach of implied warranty of fitness for a particular purpose?

Answer: \$ \_\_\_\_\_

4. On Plaintiff Marilyn A. Fairchild's claim against DJBCK, Inc., d/b/a Dalton Plumbing, Heating, and Cooling, Inc. for consumer fraud,

We, the Jury, **find** that Plaintiff Marilyn A. Fairchild\*

[\*Please check only one applicable finding for this claim.]

\_\_\_\_\_ **is entitled** to damages for consumer fraud and fix the amount of her recovery against Defendant at \$ \_\_\_\_\_. \*\*  
[\*\*Please fill in amount of damages if this finding is selected.]

X \_\_\_\_\_ **is not** entitled to damages on her claim against Defendant for consumer fraud.

If you find Plaintiff is entitled to damages on her claim for consumer fraud, then please answer Question A.

Question A: Do you find by a preponderance of clear, convincing and satisfactory evidence that Defendant's consumer fraud constituted willful and wanton disregard for the rights or safety of another? Please answer “yes” or “no”.

Answer: \_\_\_\_\_

[If your answer to Question A is "No", do not answer Question B.]

Question B: What amount of punitive damages, if any, do you award?

Answer: \$ \_\_\_\_\_



PRESIDING JUROR\*

\*To be signed only if verdict is unanimous

\_\_\_\_\_  
Juror\*\*

\_\_\_\_\_  
Juror\*\*

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Juror\*\*

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Juror\*\*

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Juror\*\*

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Juror\*\*

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Juror\*\*

\*\*To be signed by the jurors agreeing thereto after six hours or more of deliberation.